

Ames

Ames Assn. of Prof. FF #625

7/1/2006 6/30/2007

AGREEMENT

CITY OF AMES

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 625



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JULY 1, 2006 - JUNE 30, 2007

AGREEMENT
CITY OF AMES
AND
AMES ASSOCIATION OF PROFESSIONAL FIREFIGHTERS
LOCAL 625 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

July 1, 2006 to June 30, 2007

This agreement made and entered into on July 1, 2006, by and between the City of Ames, Iowa, hereinafter known as the "Employer" or "City" or "Fire Department", and Ames Association of Professional Fire Fighters, Local Association No. 625 of the International Association of Fire Fighters, hereinafter known as the "Association".

ARTICLE 1
RECOGNITION

1.1 The City recognizes the Association as the sole collective bargaining agent with respect to wages, rates of pay, hours of employment and other matters as provided in Section 9 of Chapter 20, Code of Iowa, for all regular employees in the following described unit as certified by the Public Employment Relations Board on March 25, 1976, in Case No. 515:

Included: All employees of the Ames Fire Department including Lieutenants, Fire Fighters, and Fire Inspector.

Excluded: All other municipal employees and all persons excluded by Section 4 of Chapter 20, Code of Iowa and specifically as it applies to the Ames Fire Department, the Fire Chief, Deputy Chiefs, Captains, and office secretary.

ARTICLE 2
EMPLOYER AND ASSOCIATION
RIGHTS AND RESPONSIBILITIES

2.1 General Responsibilities. The Association recognizes its responsibilities as the exclusive bargaining agent of the employees, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and good wages, the Fire Department must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Association, therefore, agrees that it will earnestly strive to improve and strengthen good will between and among the Fire Department, the employees, the Association, and the public.

Accordingly, the Association agrees for itself and for employees in the bargaining unit that they will individually and collectively perform safe, efficient and diligent service; that they will use their influences and best efforts to protect the property of and within the City and those areas covered by fire protection contract and its interests and they will cooperate in promoting and advancing the welfare of the City and its service at all times as a matter of enlightened self-interest.

The City agrees, on its part, that it will cooperate with the Association to promote safe operations among the employees covered by this agreement.

The City and the Association jointly and mutually declare it to be their purpose and intent to carry out in good faith the provisions of this agreement and to engage in no subterfuge for the purpose of defeating or evading the provisions hereof.

2.2 Management Rights. The Association recognizes those rights and responsibilities which belong solely, exclusively, and without limitation to the employer, including those rights set out in Section 7 of the Public Employment Relations Act (Chapter 20, current edition of the Code of Iowa), and without limitations on the foregoing, the right to manage the City's business and to direct the working force, the right to hire employees, the right to maintain order and efficiency, the right to extend, maintain, curtail or terminate operations of the Fire Department, to determine the size and location of operations, the right to subcontract work, and to determine the type and amount of equipment to be used, the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities, the right to create, modify and terminate units, job classifications and job duties, the right to transfer, promote and demote employees and the right to discipline, suspend and discharge employees and the right to lay off; the right to determine the number and starting times of shifts, the number of hours and days in the work week or work period, and hours of work; the right to determine the number of persons to be actively employed at any time, the right to enforce and require employees to observe rules and regulations set forth by the Fire Department or the City, and the right to set work standards and to maintain performance records for all jobs. Provided, however:

- (A) These management rights shall not be used for the purpose of discriminating against any employee because of his/her membership or non-membership in the Association.
- (B) The right to discipline employees is subject to the limitations and procedures provided in this agreement.
- (C) The above rights are reserved to and vested in management subject only to the provisions of this agreement.
- (D) The right to subcontract work normally performed by members of the bargaining unit shall not be used for the purpose of eliminating employees in the bargaining unit, or for reducing their hours.

2.3 Non-Discrimination. The Employer and the Association agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion, or disability; nor will there be any effort or attempt to cause such discrimination. The Association agrees to cooperate fully in any affirmative action program or action under such program undertaken by the City or the Fire Department, including actions undertaken in compliance with the Americans With Disabilities Act.

2.4 Association Membership. The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of employees to refrain from Association membership. There shall be no discrimination by either party because of membership or non-membership in the Association.

2.5 No Lockout, No Strike. The Employer agrees that, during the term of this agreement, it will not engage in any lockout of its employees. It is agreed that, during the term of this agreement, there shall not be any work stoppage, strike, sympathy strikes, slowdown, picketing or bannering, boycott, "sick-in", or any other action on the part of the Association or the employees represented by it which will interrupt or interfere with the operations of the Employer. As to picketing or bannering, the Association shall be responsible only for such picketing and bannering as is authorized by it provided that the Association shall make every reasonable effort to eliminate any unauthorized picketing or bannering.

2.6 Bulletin Board. Bulletin board space shall be provided which may be used by the Association

or employees for the posting of Association notices relating to Association meetings or other bona fide Association business. These notices shall be initialed by a responsible official of the Association.

2.7 Labor/Management Meetings. On request of either party no more frequently than once each month, there will be scheduled and held a meeting between designated representatives of the Employer and the Association to discuss matters involving the administration of this agreement or other legitimate matters involving employee relations and operations in the department.

Other such meetings may be held at any time by mutual agreement.

Wherever practicable such meetings shall be held during the off duty hours of the employees involved.

ARTICLE 3 GRIEVANCES

3.1 Grievances. A grievance is defined as a dispute an employee or group of employees may have with the Employer concerning the interpretation, application or violation of the terms of this agreement by the employer. Should a grievance arise, it shall be adjusted in the manner described below. It is the intent of the parties that grievances be resolved at the lowest possible non-union supervisory level, normally the employee's immediate supervisor. However, if the alleged action that gave rise to the grievance occurred at a higher level within the Fire Department, the grievance may be initiated at the appropriate step, within the time limit for filing of Step One. The Fire Chief shall have the option of remanding a grievance to a lower level of supervisor.

Step One. An employee who claims a grievance shall present such grievance orally, with or without the steward, to the shift captain within nine calendar days after the occurrence upon which the grievance is based. If the oral grievance is not resolved, the grievance may be submitted in writing to the aforementioned supervisor within nine calendar days after the occurrence upon which the grievance is based. The grievance shall be reduced to writing by the grievant or a union representative, signed by the aggrieved employee, and shall specifically state the section or sections of this agreement alleged to have been violated, and shall specify the relief requested. The employee shall receive a written response within fourteen calendar days after the employee has presented the written grievance.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee within six calendar days after the answer in Step One. The written grievance shall be promptly presented to the Fire Chief or his/her designated representative, who shall give his/her answer in writing to the employee within fourteen calendar days after the grievance has been presented to him/her.

Step Three. If the employee is not satisfied with the disposition of the grievance in Step Two, it may be appealed within six calendar days by presenting the grievance in writing to the City Manager. The answer of the City Manager or designee after such investigation or hearing or other procedure as he/she deems appropriate shall be given within thirty calendar days after submission of the grievance to him/her.

Step Four. Within six calendar days after the receipt of the City's Step Three response, the grievance may be submitted to arbitration by the Association by requesting the Iowa Public Employment Relations Board to provide to the Association and to the City a list of five grievance arbitrators. The request to the PERB shall be in writing and signed by a duly authorized officer of the Association. The Association shall promptly provide a copy of the request to the City Manager or designee, together with a statement of the issue(s) to be decided.

by the arbitrator, the relief requested, and the specific section(s) of the agreement to be considered by the arbitrator. Within ten calendar days after receipt of the list of arbitrators, the Association shall contact the City's representative to select an arbitrator from the list. Each party will scratch, alternately, beginning with the Association, one name from the list until one name remains and the person then remaining shall be the arbitrator. As an alternative, the parties may mutually agree on any arbitrator, whether or not that person is included on the list of five arbitrators provided by the PERB.

Grievance and Arbitration Expenses and Limits. The employee organization and the Employer shall share equally the expenses and fees of the arbitrator and each shall pay its own expenses during the grievance and arbitration procedures. A decision of an arbitrator, within the scope of his/her authority, shall be final and binding on all parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement. The arbitrator may not hear more than one grievance at one time unless the presentation of more than one grievance is mutually agreed to by the parties.

No grievance or arbitration shall be pursued or entertained which is properly cognizable or pursued under the merit or civil service systems or procedures established pursuant to Chapter 400, Code of Iowa.

Time Limits. Failure by an employee, the Association, or its representatives to process a grievance within the applicable times specified above shall bar an employee, the Association, or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. Failure by the Employer to respond within the applicable time specified above shall be deemed a denial of the grievance which may then be appealed to the next step. The time limits may be extended at any time by mutual written agreement.

3.2 Grievance Investigation. A designated representative of the Association may spend up to one hour without loss of pay on a twenty-four hour duty shift for the purpose of investigating grievances actually claimed by an employee or employees in order to facilitate disposition of such grievances. A maximum of three hours per month of shift duty time can be used for such purposes. Time used for such purposes shall not interfere with regular work assignments.

The Association will designate in writing to the City the representative authorized to act as provided for in this section.

Notwithstanding the foregoing wherever practicable non-duty time will be used for grievance handling.

ARTICLE 4 CIVIL SERVICE

4.1 The employees and employment covered by this agreement are subject to and governed by rules and procedures of the Civil Service Commission as established pursuant to Chapter 400, Code of Iowa.

4.2 Job Classifications. Whenever the City proposes to establish a new job classification within the bargaining unit or to significantly change the job duties of an existing classification within the bargaining unit, prior to submission to the City Council, the Association will be notified of such proposed job or job changes and will be given an opportunity to confer with the City and make recommendations with respect to such job or job changes and the salary applicable thereto.

ARTICLE 5
HOURS OF WORK

5.1 Fire Department 24-hour personnel shall work on the basis of twenty-four hours on duty and forty-eight hours off. A shift shall begin at seven a.m. and shall end at seven a.m. the following morning.

5.2 Forty hour per week employees in the recognized bargaining unit shall be granted all rights and privileges for vacation, sick leave, and emergency leave as other non-bargaining employees working on a forty-hour work week in the Fire Department.

ARTICLE 6
OVERTIME PAY

6.1 In the event that a need for overtime should occur in the Fire Department, overtime shall be paid in cash at one and one-half times the basic rate of pay, except as provided in Section 6.2. Overtime shall be paid in one hour increments rounding to the next highest hour.

6.2 Participation in authorized training or public education events during an employee's normal off-duty hours shall be compensated either in cash or compensatory time. The employee shall elect to receive overtime compensation either in cash or compensatory time by notifying the supervisor prior to performing the assigned duty, or by the next duty day. If the employee fails to exercise the choice, the overtime shall be paid in cash. For the purposes of this section training shall include department sponsored or approved seminars and training conferences, but shall not include training lasting four continuous days or longer as provided by Article 23 Training. Overtime compensation shall not be granted for participation in education or training covered by Article 26 Educational Differential. Compensatory time shall be earned at the straight time hourly rate except where time-and-one-half is required by the Fair Labor Standards Act (FLSA). The maximum allowable accumulation of compensatory time shall be fifty-six hours. Compensatory time shall be taken in accordance with the vacation guidelines in Article 32 Vacation, with vacation leave and holiday leave taking preference.

ARTICLE 7
CALL BACK PAY

7.1 All employees covered by the terms of this agreement who are called back to work from off duty shall be paid at least two hours minimum at one and one-half times the basic rate of pay.

ARTICLE 8
CLOTHING ALLOWANCE

8.1 All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the employer. Provision for approved shoes and safety glasses will be made on the following basis:

The City will provide each member one pair of approved safety shoes as needed, not to exceed one pair annually.

The City will provide each member one pair of safety glasses as needed, not to exceed one pair annually. Any prescription correction necessary in the safety glasses would be the responsibility of the individual employee.

ARTICLE 9
HOSPITAL, MEDICAL PAYMENTS, GROUP INSURANCE AND FAMILY COVERAGE

9.1 Health Insurance. The City will make available to each regular full-time employee a health insurance program consisting of medical, dental and prescription drug coverage. Health insurance plans offered by the City to employees will include at least one traditional fee-for-service (indemnity) plan and one primary care physician (PCP) plan. Plans, insurance carriers, third party administrators, enrollment periods, funding methods, premium rates and other administrative decisions are determined by the City.

- (A) Prescription Drugs. Employee co-payments shall be \$4.00 for generic and selected over-the-counter drugs, \$10.00 for preferred brand name drugs, and \$25.00 for all other prescription drugs. Drug co-payments shall not be eligible for reimbursement under the medical coverage. The maximum annual out-of-pocket cost for prescription drugs shall be \$750 per covered member/\$1,500 per covered family unit.
- (B) Contributions. For fee-for-service (indemnity) plans, the City's contribution to the respective single or family monthly premium shall be ninety (90) percent. The City contribution for single plans will be ninety-five (95) percent as of July 1, 2004, and ninety (90) percent as of July 1, 2005. For primary care physician (PCP) plans, the City's contribution to the respective single or family monthly premium shall be the same rate as for merit employees (with a minimum of ninety percent). The balance of the monthly premium cost, if any, shall be paid by the employee.

In cases where married spouses both work for the City and are eligible for health insurance coverage, contributions will be as follows. If both spouses select family coverage, the spouses shall evenly divide the employee's portion of the monthly premium. If both spouses select single coverage, each spouse shall pay the applicable monthly employee contribution for single coverage.

The City's contribution is for health insurance premiums only. Any employee electing not to take the insurance benefit shall not be entitled to any cash refund.

- (C) Health Insurance Advisory Committee. Recognizing the mutual benefits of controlling health care costs and of having a healthy workforce, the Union agrees to have two representatives actively participate in a health care advisory committee. This committee will advise the city administration in evaluating the administration of the health insurance program, in communicating with system members, and in making recommendations for plan design changes. The union does not waive its right to negotiate health insurance benefits by participating in this committee.

9.2 Life Insurance. The City shall provide a \$22,500 life insurance policy for all full-time employees. The premium is paid by the City, and the coverage takes effect when the enrollment card is filled out and returned to the Human Resources Department.

9.3 Health Care Advisory Committee. Recognizing that the City, its employees, and its citizens are under increasingly significant pressure from spiraling health care costs, the Union agrees to have two representatives actively participate in a City-wide "employee health care advisory committee," and to make a good faith effort to assist the committee in presenting achievable cost control recommendations. By participating in this committee, the bargaining unit does not waive its right to negotiate health insurance benefits.

In the event that this City-wide committee recommends additional proposals during the term of this

contract, the parties agree to meet and confer regarding implementation of such recommendations in accordance with Section 38.1 of this agreement.

9.4 Flexible Spending Accounts. The City may offer a Flexible Spending Accounts program to all regular full-time and regular part-time employees.

9.5 Joint Health Care Committee. Recognizing that the City, participants in the City of Ames Health Care Plan, and Ames citizens share a common interest in maintaining a cost-effective, comprehensive health care plan, which includes medical, prescription drug, and dental coverages, the Association agrees to provide an authorized bargaining representative plus one unit member to actively participate in exploring the development of a joint Labor/Management Health Care Committee.

ARTICLE 10 HOLIDAYS

10.1 Forty Hour A Week Employees. The following shall be observed as holidays for employees of the City of Ames: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, plus a floating Christmas holiday to be established when Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the legal Christmas holiday observance, the preceding work day shall also be observed as a holiday. When Christmas falls on Sunday, Monday, or Thursday, in addition to the legal Christmas holiday observance the following work day shall also be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

10.2 Fifty-six Hour A Week Employees. If a holiday falls under a normal shift duty day, Fire personnel will be compensated for these holidays by working a holiday routine tour of duty.

Twenty-four hour Fire personnel shall be granted seven floating 24-hour shift holidays in lieu of the ten City holidays. These holidays shall be scheduled with regard to seniority of the employees.

Holidays for Firefighters shall be chosen on a company basis permitting one Firefighter per company to be on a holiday or vacation at one time, if the Department's operating requirements and responsibilities are satisfied. Holidays for Lieutenants shall be chosen with Lieutenants on the same shift, permitting one Lieutenant per shift to be on holiday or vacation at one time, if the Department's operating requirements and responsibilities are satisfied.

Effective January 1, 2002 annual vacation and holiday picks are honored and assured except during time of extraordinary circumstance. Same-day picks will be denied if they create overtime.

Holidays must be taken in 24-hour increments.

ARTICLE 11 PAYROLL DEDUCTION OF DUES

11.1 The Employer agrees to deduct, once or twice each month, dues in an amount certified to be current by the Secretary-Treasurer of the local Association from the pay of those employees who individually request in writing that such deduction be made. The total amount of deductions shall be remitted, each month, by the employer to the Treasurer of the Association. This authorization shall remain in full force and effect during the term of this agreement.

Deductions of dues pursuant to this article will be made only upon due and lawful written

authorization signed by the employee and delivered to the Employer, and may be terminated by the employee by giving thirty days written notice to the employer. The Association will indemnify and hold harmless the Employer from any liability resulting from deductions or remittances pursuant to this article.

ARTICLE 12 ASSOCIATION BUSINESS

12.1 Employees holding Association office may be granted personal leave without pay or may utilize holiday credits for attending Association seminars or conferences when it is deemed not to be detrimental to the staffing of the Fire Department through the normal chain of command.

ARTICLE 13 RULES AND REGULATIONS

13.1 The Association will have the privilege of submitting recommendations, revisions, etc. toward the consideration of Fire Department rules and regulations. After such consideration, the Fire Chief will make appropriate recommendations to the City Manager for adoption.

ARTICLE 14 SICK LEAVE

14.1 Sick leave shall be earned at the rate of one shift per month and may be accumulated from year to year with no maximum limit. Sick leave shall be used in increments of one-half hour.

Employees who are granted a leave of absence with pay for any purpose shall continue to accrue sick leave during such absence.

Any employee who enters the employ of the City before the sixteenth day of the month or who leaves the employ of the City after the fifteenth day of the month shall earn sick leave for that month.

A monthly sick leave report shall be prepared and distributed to all departments.

In order to receive compensation while absent on sick leave, the employee shall notify his/her Captain or the Captain on duty prior to the time set for beginning his/her daily duties. All sick leave shall be approved by the immediate supervisor and Fire Chief. When the absence is for more than three calendar days, the employee may be required to file a Physician's Certificate with the Fire Chief, stating the cause of the absence.

14.2 Physical examinations and consultations with physicians regarding work related injury or annual Fire Department requirements will be scheduled during duty hours by the Fire Department Secretary with no loss of time for the employee.

Fire personnel will schedule routine physical examinations and consultations with physicians for non-duty times. When the physician's schedule allows, appointments not related to Fire Department physicals or work related injuries will be scheduled during non-duty times.

The Fire Department Chief or Fire Chief's designee can approve use of sick leave for on-duty physical examinations and consultations with physicians for evaluation, or when it enhances the Fire personnel's fitness for duty, or when it is deemed to be in the best interests of the Department.

14.3 Pregnancy/Maternity Leave. In accordance with State and Federal law, an employee who is

pregnant shall be granted leave under the same criteria as other medical conditions. The employee must present, to the Chief, a physician's certificate indicating the anticipated dates she will be unable to perform her regular duties. The employee shall use accrued sick leave for these absences.

If sick leave is exhausted or the situation does not warrant the use of sick leave, the employee may request a leave of absence without pay per Article 27.1. At the employee's option, accrued vacation, compensatory leave, or banked holidays may be used in lieu of unpaid leave.

ARTICLE 15 UNUSED SICK LEAVE

15.1 Twenty-four hour Fire personnel earn sick leave pursuant to Article XIV of this agreement. Accordingly the method of computation for reimbursement for unused sick leave shall be as follows: Number of hours earned divided by three less the initial 720 hours, times the last regular hourly rate of pay. (Such reimbursement shall be provided only in the event of regular or disability retirement or death of an employee prior to regular retirement.)

The reimbursement will be 25% of the amount obtained in the preceding computation. The regular hourly rate of pay is computed by dividing monthly salary by 173.3 hours.

ARTICLE 16 BASIC RATE OF PAY

16.1 The hourly rate of 24-hour Fire personnel shall be computed by dividing the monthly rate by 242.66; provided, that compensation for vacation leave upon termination shall be computed on the basis of an 8-hour workday as is allowed for regular City employees.

16.2 The step increases outlined in the attached pay schedules are contingent upon a satisfactory or above satisfactory performance.

Performance for purposes of step increases only, shall be evaluated on the basis of the accomplishment or non-accomplishment of written goals and objectives established mutually by the employee and the Deputy Chief. Said goals and objectives shall be mutually established, in writing, at the beginning of each evaluation period.

16.3 Master Firefighter. In order to advance through the steps in the pay scale for Firefighter, an employee must have completed service as a Firefighter with the Ames Fire Department as follows:

Step A	0 through 18 months
Step B	19 months
Step C	37 months
Step D (Master Firefighter)	60 months

A "Master Firefighter" by definition is a firefighter who is fully qualified to carry out the essential functions of the Fire Department as those functions may evolve over time. In order to qualify for this step, a Firefighter must meet all "base qualifications" and two "additional qualifications." These qualifications will be based on consensus standards set by national and state certification agencies and associations. Where such external standards do not exist, standards will be developed internally by the Ames Fire Department. The Chief of the Fire Department has the sole authority to establish, add to, and modify these qualifications and standards. A Standards Committee composed of the two Deputy Chiefs (or other officers designated by the Fire Chief) and two members chosen by the Association shall advise the Chief in establishing and changing these qualifications and standards.

In order to qualify for Master Firefighter during a fiscal year, a Firefighter must have fulfilled the necessary criteria by June 1 of the preceding fiscal year. The Committee shall annually review qualifications for this step and make their recommendations to the Chief. The Committee shall meet on or about June 1 and on or about December 15 of each year, and shall recommend to the Fire Chief those Firefighters determined to be eligible for Step D. The Fire Chief shall have final authority to approve or disapprove the recommendations of the Committee. This process shall be completed in time for the first pay period of the new fiscal year beginning July 1 or the first pay period of the calendar year beginning January 1 respectively.

A Firefighter with less than 60 months seniority, who has met the “base educational qualifications” and two “additional qualifications” may, by June 1 or December 15, present documentation of qualifications to the Committee for review. Once the Committee verifies the qualifications, the Firefighter shall receive pay at Step D the first full pay period following 60 months of service.

Master Firefighters shall report the loss of any credential that would result in failure to meet the Master Firefighter criteria. Such Firefighter will be paid at Step C beginning the next full pay period. An employee may request reinstatement as a Master Firefighter in accordance with the procedure above.

16.4 Master Firefighters Hired Before 7/1/73. Step C Firefighters hired on or before July 1, 1973 shall become Master Firefighters effective July 1, 1998, and shall continue to be paid at the Step D pay rate as long as the following two conditions are fulfilled:

- 1) The individual shall have completed the Associate Degree in Fire Science core courses by January 1, 2007.
- 2) The individual shall have met all of the remaining “base qualifications” and two of the “additional qualifications” by June 30, 2001.

An individual who does not meet these qualifications by the indicated dates will thereafter be paid at the Step C pay rate.

ARTICLE 17 SHIFT EXCHANGE

17.1 Employees shall have the privilege to trade duty hours when the trade does not interfere with the operation of the Fire Department and is approved by the shift Captain or Fire Chief.

Employees accepting the responsibility to trade duty hours shall retain all normal shift rights and privileges (i.e., holiday leave, sick leave, and emergency leave).

ARTICLE 18 LONGEVITY PAY

18.1 In addition to the pay plan, the City will pay employees for length of continuous service at the following rates on a yearly basis. For employees completing:

5 years of service	\$100.00	18 years of service	\$360.00
6 years of service	120.00	19 years of service	380.00
7 years of service	140.00	20 years of service	400.00
8 years of service	160.00	21 years of service	420.00
9 years of service	180.00	22 years of service	440.00
10 years of service	200.00	23 years of service	460.00
11 years of service	220.00	24 years of service	480.00
12 years of service	240.00	25 years of service	500.00
13 years of service	260.00	26 years of service	520.00
14 years of service	280.00	27 years of service	540.00
15 years of service	300.00	28 years of service	560.00
16 years of service	320.00	29 years of service	580.00
17 years of service	340.00	30 + years of service	600.00

Employees working on a regular part time basis are eligible for one-half longevity benefits. Longevity payments will not be apportioned to a terminating employee for any portion of a payment period. Longevity payments shall be made twice a year -- December 1 and April 1. The semi-annual payments shall be in the amount of one-half the yearly longevity payments.

ARTICLE 19 WORKING OUT OF CLASSIFICATION

19.1 Policy. No employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties normally assigned in his/her class, except on a short-term temporary or emergency basis.

19.2 Vacancy Because of Resignation, Termination, Death, Leave of Absence. In the event of a vacancy caused by resignation, termination, death, leave of absence, etc., a replacement may be temporarily assigned the duties of the position. The replacement shall receive the appropriate remuneration beginning with the first day he or she assumes the new duties.

19.3 Short Term Absences. Firefighters who replace Lieutenants because of short-term absence such as normal sick leave and vacation time shall be compensated at the Lieutenant rate after 24 consecutive hours or at the 25th hour. Lieutenants who replace Captains under these same conditions shall receive the same dollar per shift compensation as Firefighters replacing Lieutenants after having worked out-of-class for 24 consecutive hours or at the 25th hour.

19.4 Written Assignment and Acceptance. An employee may receive out-of-class pay only when the department head or his/her designee designates in writing that such employee is serving in the higher classification. An employee designated to work out-of-class must agree to the temporary appointment and be willing to accept the responsibilities of the position.

ARTICLE 20 MILEAGE ALLOWANCE

20.1 Mileage Allowance. Employees required to use their private automobiles for Fire Department business or as a necessity in changing stations as directed by the Fire Chief or the Fire Chief's designee, shall be compensated at the City's standard per mile rate.

ARTICLE 21
APPENDICES AND AMENDMENTS

21.1 All appendices and amendments to this agreement shall be numbered (or lettered), dated and signed by the responsible parties and shall be subject to all the provisions of this agreement.

ARTICLE 22
PERSONNEL REDUCTION

22.1 In case of a personnel reduction such actions are prescribed in 400.28 and 400.12, Code of Iowa.

ARTICLE 23
TRAINING

23.1 Personnel participating in approved Fire Department training lasting four continuous days or longer will not be required to return to shift duty until training is completed, subject to advance approval of the Fire Chief. Personnel may be absent no more than two consecutive shift days per week, unless approved by the Fire Chief.

ARTICLE 24
AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS
REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDATION,
MERGER, TRANSFER, ANNEXATION AND LOCATION

24.1 This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE 25
PARKING

25.1 The Employer shall provide to 24-hour personnel on duty, adequate parking space without cost in parking lots or spaces to be designated by the City Manager.

ARTICLE 26
EDUCATIONAL DIFFERENTIAL

In addition to the wage rates established by this agreement, the Employer shall pay premium pay for successful completion of the following credits:

26.1 Two dollars and thirty-nine cents (\$2.39) per month for each approved semester hour job-related course completed with a "C" grade or above and five dollars (\$5.00) per month for graduation with an Associates Degree in Fire Science up to a total payment of no more than fifty dollars (\$50.00) per month. Fire Science Associate Degree core courses earned prior to employment with the Ames Fire Department, if judged to be equivalent by Des Moines Area Community College, shall qualify for credit under this Section.

26.2 Twenty dollars (\$20.00) per month for participation in and successful completion (and

certification) of a First Responder D or Emergency Medical Technician; and/or Fire Instructor I program. In order to continue receiving incentive pay following certification, an employee must maintain current certification and must complete necessary training updates for each program.

In addition to the above listed premium pay, the Employer will reimburse all employees for any costs incurred for books and/or tuition upon successful completion of approved job-related courses.

Incentive pay is earned and applied to Steps A, B, and C. Incentive pay is not paid for Step D, Lieutenants, and Fire Inspector. (See pay schedule for percentages added for college and earned certification levels.)

ARTICLE 27 LEAVES

27.1 Leaves of Absence. The Fire Chief may grant a leave of absence without pay not to exceed two weeks. The City Manager may grant a leave without pay in excess of two weeks based on the recommendation of the Fire Chief. A request for leave shall be considered upon written request of the employee to the Fire Chief stating the reason for such request. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be returned to the position held at the time leave was granted. Failure on the part of an employee on leave to report within twenty days after the expiration of the approved leave shall be cause for discharge. Seniority rights will not accrue during leaves in excess of sixty days, except for disability. Sick leave or vacation benefits do not accrue during a leave without pay.

27.2 Injury Leave. Should a bargaining unit member become incapacitated for duty as a natural or proximate result of an injury or disease incurred in or aggravated by the actual performance of duty at some definite time or place or while acting, pursuant to order, outside the City by which the member is regularly employed, the member shall, upon being found to be temporarily incapacitated following a medical examination as directed by the City, be entitled to receive the member's full pay and allowances until reexamined as directed by the City and found to be fully recovered, or until the City determines that the member is likely to be permanently disabled.

The City shall provide hospital, nursing and medical attention for the members of the Fire Department when injured while in the performance of their duties as members of such department. The City shall continue to provide hospital, nursing and medical attention for injuries or diseases incurred while in the performance of their duties for members receiving benefits under Iowa Code Section 411.6(5) and 411.6(6).

There is hereby created a Disability Committee, consisting of the Fire Chief, Human Resources Director, Risk Manager, and one member selected by the bargaining unit. The Committee shall act as the representative of the City to decide matters relating to the eligibility of members to receive benefits as outlined in Article 27 of this agreement.

At the time of retirement under the provisions of Section 411.6, Code of Iowa, the employee shall be entitled to a lump sum payment for accrued vacation and for unused sick leave under Article 15 of this agreement.

ARTICLE 28 METHODS OF PROMOTION

28.1 Promotions shall be made consistent with municipal Civil Service provisions, Code of Iowa.

An employee receiving a promotion shall be entitled to receive the rate of compensation in the entrance step of the class to which he/she has been promoted. In cases where the pay ranges overlap,

promotion shall be effected at the next higher step in the new range. For purposes of eligibility for future step increases, a new qualifying service date, as provided for in past City policy shall be observed and established as of the effective date of the promotion.

ARTICLE 29 MEDICAL EXAMINATIONS

29.1 New Employees. Candidates for appointment shall undergo a medical examination following a conditional offer of employment. The purpose of the medical examination shall be to determine whether the candidate can perform the essential functions of the position with or without reasonable accommodation.

29.2 Examinations Following Absence. Any employee who has been required to take prolonged or frequent leave due to illness or injury may be required to either submit a written release from his/her doctor or take a medical examination before returning to work. The City Manager shall determine if such release or examination is required.

29.3 Examinations During Employment. When, in the judgment of the Fire Chief, an employee's physical or mental condition is such that it is desirable to evaluate his/her capacity to perform the duties of his/her position, the Fire Chief may require the employee to undergo a medical examination at City expense.

ARTICLE 30 FIRE RETIREMENT SYSTEM

30.1 An employee who meets the membership requirements established by State law for the Fire Retirement System for the City of Ames shall become a member of the system as a condition of his/her employment.

Any changes, adoptions or amendments made to the Fire Retirement System, as established in the Code of Iowa, and enacted by the State Legislature, shall be accepted as such.

ARTICLE 31 EMERGENCY LEAVE

31.1 Funeral Leave. Full-time regular and probationary employees may be allowed up to four hours off with pay to attend the funeral of a City employee or a retired City employee. The need for continuing essential services and emergencies may limit the number of employees who may attend a funeral. The department head may decide on the amount of time actually required for funeral attendance up to four hours and the number of employees who may attend the funeral.

31.2 Personal Emergency Leave. Emergency leave of up to twenty-four hours, at any one time, to a maximum of twenty-four hours in any calendar year, without loss of pay (and without being charged to sick leave, holiday or vacation) may be granted to full-time regular and probationary employees for other personal family emergencies upon request to the Chief (or his/her assistant if he/she is not available) in accordance with general policies established by the Chief and fairly applied.

31.3 Emergency Leave. Emergency leave of up to two shifts with pay may be granted all regular full-time and probationary employees in the event of death or serious illness in the immediate family (mother, father, foster parent, husband, wife, son, daughter, foster child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law). Two shifts of additional emergency leave may be granted and charged to sick leave.

Serious illness shall generally be considered to be an illness or injury causing an individual to be hospitalized in serious or critical condition.

31.4 Family Sick Leave. Shift employees may use up to twenty-four (24) hours of accrued sick leave per calendar year for occasions which require the employee to care for a member of their immediate family who is incapacitated due to illness or injury, or who has examinations and consultations with physicians and other health care providers licensed by the State of Iowa. Family sick leave shall be subject to the same eligibility qualifications, documentation, and other terms and conditions as employee sick leave.

For the purpose of Family Sick Leave, immediate family is defined as spouse, children, step-children, foster children, parents, parents-in-law, or other dependents if living in the immediate household, provided that the relationship to the employee is by blood or marriage or is otherwise recognized by State or Local law.

ARTICLE 32 VACATIONS

32.1 All regular full-time Firefighters and Lieutenants covered by this agreement shall be entitled to vacations each year in accordance with the following:

- (A) 9 hours and 20 minutes each month for the first seven years of service (months 1 through 84).

Total annual earnings of 112 hours.
Total allowable accumulation - 168 hours.

- (B) 14 hours each month from the 8th through the 14th year of service (months 85 through 168).

Total annual earnings of 168 hours.
Total allowable accumulation - 252 hours.

- (C) 18 hours and 40 minutes each month after completing 14 years of service (months 169 through 275).

Total annual earnings of 224 hours.
Total allowable accumulation - 336 hours.

- (D) 23 hours and 20 minutes each month after completing 23 years of service (months 276 and on).

Total annual earnings of 280 hours.
Total allowable accumulation - 420 hours.

Requests for all vacation leave must be submitted through the Lieutenant to the Shift Captain, or in the case of the Fire Inspector to the Deputy Chief, prior to taking leave, for approval and disapproval. Vacation leave shall be scheduled with regard to seniority of employees, the Department's operating requirements and responsibilities and, insofar as possible, with the request of the employees after approval or disapproval of a departmental supervisor.

Vacation for Firefighters shall be chosen on a company basis permitting one Firefighter per company to be on a holiday or vacation at one time, if the Department's operating requirements and responsibilities are satisfied. Vacation for Lieutenants shall be chosen with Lieutenants on the same shift, permitting one Lieutenant per shift to be on holiday or vacation at one time, if the

Department's operating requirements and responsibilities are satisfied.

Effective January 1, 2002 annual vacation and holiday picks are honored and assured except during time of extraordinary circumstance. Same-day picks will be denied if they create overtime.

The smallest increment of vacation available is two (2) hours. Vacation taken in excess of the two-hour minimum shall be taken in one-half hour increments, which shall be rounded up to the next half-hour.

32.2 The Fire Inspector covered by this agreement shall be entitled to vacations each year in accordance with the following:

- (A) Six (6) hours and forty (40) minutes each month for the first seven (7) years of service (months 1 through 84).
- (B) Ten (10) hours each month through the fourteenth (14) year of service (months 85 through 168).
- (C) Thirteen (13) hours and twenty (20) minutes each month after completing fourteen (14) years (months 169 through 275).
- (D) Sixteen (16) hours and forty (40) minutes each month after completing twenty-three (23) years (months 276 and on).

ARTICLE 33 JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM

33.1 It is the desire of the Employer and the Association to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, death, injuries, and illness in the Fire Service.

Protective devices, wearing apparel and other equipment necessary to properly protect fire fighters shall be provided by the employer. These devices, apparel, and equipment shall be inspected on a periodic basis to ensure proper maintenance and replacement.

The Employer and the Association shall each appoint three members to the Occupational Safety and Health Committee. This committee will meet annually and discuss safety and health conditions.

Safety Committee members on duty will not lose any pay when meeting jointly with management, and for any inspection or investigation of safety or health problems in the Fire Department.

The employer shall not restrict the Safety Committee members from any Fire Department facility when investigating health or safety conditions.

A record shall be maintained of all Fire Department on-the-job injuries by the Risk Manager as required by the Occupational Safety and Health Act and may be reviewed with members of the joint Safety Committee at either the request of the City or Association.

In the event of State inspection of Fire Department facilities a member of the Association as well as a member of management may accompany the inspector on a tour of the Department, subject to the inspector's consent.

All disputes arising under this Article and not resolved by the Safety Committee shall be considered

for adjustment under the grievance procedure.

ARTICLE 34 SEPARABILITY

34.1 If any provisions of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect. The parties shall enter into immediate negotiations upon request of the Association for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity, including impasse procedures if necessary.

ARTICLE 35 STATION ASSIGNMENTS - TRANSFERS

35.1 In deciding shift and station assignment the Fire Chief will base his/her decision upon the even distribution of experienced fire fighters and officers to allow for equal levels of service throughout Ames and shall insofar as practicable consider the desires of employees in accordance with seniority.

ARTICLE 36 RESIDENCY REQUIREMENT

36.1 All employees covered by this contract shall reside within an area bordered by County Road S-27 on the east, Story County and Boone County line on the north and south, and State Highway 17 on the west. Communities intersected by the borderlines shall be considered within the area.

ARTICLE 37 MISCELLANEOUS RULES

37.1 Incompatible Activities. An employee shall not engage in any activity or enterprise which is incompatible with his/her duties as a City employee or with the duties, functions, and responsibilities of the department in which he/she is employed. The following activities shall be considered incompatible with City employment.

- (A) Any employment, activity, or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, or supplies, or the badge, uniform, prestige, or influence of a City office or employment;
- (B) Involves the receipt or acceptance by the officer or employee of any money or other consideration from anyone other than the City for performance of an act which the officer or employee would be required or expected to render in the regular course of City employment or as part of his/her duties as a City employee;
- (C) Involves the performance of an act in other than his/her capacity as a City officer or employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such officer or employee or the agency by which he/she is employed;
- (D) Involves so much of the employee's time that it impairs his/her attendance or efficiency in the performance of his/her duties as a City officer or employee.

37.2 Acceptance of Gifts. Employees shall not accept personal gifts offered to them because of their employment with the City.

37.3 Employment of Relatives. It is the general policy of the City to avoid the employment of members of the immediate family to work in the same department. No individual may be hired or transferred into a department in which he/she would be supervised by a relative of such person or by an individual having administrative discretion over said individual's employment.

37.4 Attendance. Employees shall be in attendance at their place of work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily employee attendance records. Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge.

ARTICLE 38 GENERAL PROVISIONS: TERM OF CONTRACT

38.1 Complete Agreement. The parties acknowledge that during negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. The parties agree that should new State legislation be enacted that conflicts with the provisions of this agreement, the parties will negotiate on that conflict in order to reach an understanding. Notwithstanding the foregoing this agreement may be amended, modified or supplemented at any time by mutual agreement of the parties if such agreement is reduced to writing and signed by the parties.

ARTICLE 39 LENGTH OF AGREEMENT

39.1 This agreement shall become effective the first day of July, 2006. It shall remain in full force and effect through the 30th day of June, 2007, and shall be automatically renewed year after year thereafter unless on or before September 1, prior to the expiration date either party gives notice in writing of a desired change in or termination of this agreement.

ARTICLE 40 WAGES

40.1 Rates of pay for fiscal year 2006-07 shall be as set out in Addendum A.

ARTICLE 41
SIGNATURES TO AGREEMENT

This contract is agreed to this 1st day of July, 2006 at Ames, Iowa.

CITY OF AMES, IOWA

AMES ASSOCIATION OF PROFESSIONAL
FIRE FIGHTERS,
LOCAL NO. 625 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

Ann H. Campbell

Mike S. Bryant

ADDENDUM A
SALARY SCHEDULE EFFECTIVE JULY 1, 2006

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>
Firefighter	\$35,642 12.2397	\$38,483 13.2154	\$46,297 15.8987	\$50,221 17.2463
Fire Lieutenant	\$55,663 19.1151	-----	-----	-----
Fire Inspector	\$61,136 29.3924	-----	-----	-----

Step A = 0 through 18 months
Step B = 19 months
Step C = 37 months
Step D = 60 months (See also Section 16.3)

Effective July 1, 2004, the City will combine incentive pay (First Responder - .7%, Instructor I - .7%, and DMACC classes – 1.7% for a total of 3.1%) and add to Firefighter Step D, Fire Lieutenant, and Fire Inspector pay scale.

ADDENDUM B

(Reserved)

ADDENDUM C

Reserved

LETTER OF AGREEMENT BETWEEN
CITY OF AMES AND IAFF LOCAL 625
2/7/96

Based upon the voluntary agreement negotiated by the City and the Association, the parties further agree as follows:

- (a) HAZMAT WAGES - The City and the Association have agreed that HAZMAT Team members will receive a 1% increase in pay during 96/97 contract year and an additional 1% in 97-98 for their HAZMAT training and response. The increase referred to herein will be added to the base salary, for a total increase of 4% per year for all HAZMAT Team members. The Association agrees not to seek a further increase in HAZMAT pay prior to July 1st, 2000, unless prior thereto the department takes on a county-wide or multi-county primary response capability.
- (b) PHYSICAL EXAMINATIONS - The parties acknowledge that the reason Section 29.3 was dropped from the current contract is due to the City's being under the OSHA physical examination requirements for HAZMAT Team members. Therefore, if the time comes when the Department does not have a HAZMAT Team, the City agrees to return to the current language providing for voluntary, Department-paid physical examinations every two years. (After that time, however, that language may be subject to change based upon mutual agreement between the parties.)

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